



Dart Hawkesbury  
1270 Aberdeen St Hawkesbury, ON K6A 1K7 Canada  
Tel (613) 632-5200

## Purchasing Receipts

PO No	Supplier	Line Item No	Rel No	Terms	Purchased Item	Description	For Part No	Project	Equipment ID	Order Qty	Due Date	Received Quantity	Accounting Job No	Container No	Status	Receive Date	Price/Unit	Aging Days	Past Due	Tc	
P0038627	SIG001-VC	1	1	Net 30	D2622-120P	EXTRUDE AS PER DWG D2622-120 REV. C B169461 DIE # DAA- 897123 LENGHT 120"				241	3/6/2018	266		S046101 5046116	Stock	2/27/2018	\$ 24.61 / pcs	0		\$6	
		2			D3882-1-130P	EXTRUDE AS PER DWG D3882-1-130 B169462 DIE # DAA-6 LENGHT 130"				63		68		S046102 5046249	Stock	2/27/2018	\$ 45.78 / pcs	0		\$3	
		3			D2600-7-140P	EXTRUDE AS PER DWG D2600-7-140 REV. E DIE # DAA-11 B169463 LENGHT 140"				94		104		S046103 5046208 5046288	Stock	2/27/2018	\$ 30.65 / pcs	0		\$3	
		4			D2600-3-130P	EXTRUDE AS PER DWG D2600-3-130 REV. E DIE # 897122 B172150				127		66		S046104 5046305	Stock	2/27/2018	\$ 45.19 / pcs	0		\$2	
Total:										525			504								\$12,4

Plex 2/27/2018 3:50 PM Dart.Dubois.Pascal



Dart Aerospace Ltd.  
1270 Aberdeen St  
Hawkesbury, ON  
K6A 1K7  
Canada

Tel (613) 632-5200

# **PURCHASE ORDER** **PO038627**

**Supplier:** SIG001-VC  
Signature Aluminum Canada Inc.  
C/O/ T10322C  
PO Box 4488, STN A  
TORONTO  
ON  
M5W 4H1 Canada  
Phone: 905-427-6550  
Fax: 905-427-2246

**PO No:** PO038627

**PO Date:** 12/12/17

**Due Date:** 2/23/18

**Purchase Order  
Revision:**

**Revision Date:**

**Ship-To Contact:** Lavoie, Chantal  
clavoie@dartaero.com

**E-MAILED**  
FEB 13 2018

**Ship To:** 1270 Aberdeen Street  
Hawkesbury  
ON  
K6A 1K7 Canada  
Phone: 613-632-5200

**Via:** Ground

**Pymt Terms:** Net 30

**Freight Terms:**

**Special Comments:**

## **Items**

Line Item	Part	Supplier Part No	Item No	Description	Status	Due Date	Order Quantity	Received Quantity	Balance	Unit Price (CAD)	Extended Price
1	D2622-120CP			EXTRUDE AS PER DWG D2622-120 REV. C B169461 DIE # DAA- 897123 LENGHT 120"	Firmed	1/8/18	241 pcs	0 pcs 266	241 pcs	\$24.6103/pcs	\$5,931.08
<b>Line Item Note</b> EXTREME CARE MUST BE TAKEN TO PROTECT THE OUTSIDE SURFACE OF THE TUBE. THE OUTSIDE SURFACE MUST BE SMOOTH AND FREE FROM SURFACE DEFECTS SUCH AS SCRATCHES, NICKS, OR DENTS  MUST BE WELL PACKAGE, IF NOT IT WILL BE REFUSE											
2	D3882-1-130P			EXTRUDE AS PER DWG D3882-1-130 B169462 DIE # DAA-6 LENGHT 130"	Firmed	1/8/18	63 pcs	0 pcs 68	63 pcs	\$45.7792/pcs	\$2,884.09
<b>Line Item Note</b> EXTREME CARE MUST BE TAKEN TO PROTECT THE OUTSIDE SURFACE OF THE TUBE. THE OUTSIDE SURFACE MUST BE SMOOTH AND FREE FROM SURFACE DEFECTS SUCH AS SCRATCHES, NICKS, OR DENTS  MUST BE WELL PACKAGE, IF NOT IT WILL BE REFUSE											
3	D2600-7-140P			EXTRUDE AS PER DWG D2600-7-140 REV. E DIE # DAA-11 B169463 LENGHT 140"	Firmed	1/8/18	94 pcs	0 pcs 104	94 pcs	\$30.6455/pcs	\$2,880.68
<b>Line Item Note</b> EXTREME CARE MUST BE TAKEN TO PROTECT THE OUTSIDE SURFACE OF THE TUBE. THE OUTSIDE SURFACE MUST BE SMOOTH AND FREE FROM SURFACE DEFECTS SUCH AS SCRATCHES, NICKS, OR DENTS  MUST BE WELL PACKAGE, IF NOT IT WILL BE REFUSE											

Items											
Line Item	Part	Supplier Part No	Item No	Description	Status	Due Date	Order Quantity	Received Quantity	Balance	Unit Price (CAD)	Extended Price
4	D2600-3-130P			EXTRUDE AS PER DWG D2600-3-130 REV. E DIE # 897122 B172150	Firmed	2/23/18	127 pcs	0 pcs 66	127 pcs	\$45.1857/pcs	\$5,738.58
<b>Line Item Note</b> EXTREME CARE MUST BE TAKEN TO PROTECT THE OUTSIDE SURFACE OF THE TUBE. THE OUTSIDE SURFACE MUST BE SMOOTH AND FREE FROM SURFACE DEFECTS SUCH AS SCRATCHES, NICKS, OR DENTS MUST BE WELL PACKAGE, IF NOT IT WILL BE REFUSE											
										<b>Grand Total:</b>	<b>\$17,434.43</b>
<b>Order Notes</b>											
Procurement Quality Clauses A005 right of entry A012 chemical and physical test report A016 personnel qualification A017 raw material identification (as applicable) A026 certification of material conformance A041 quality management system A042 dart notification by supplier A043 retention of quality documents  A048 counterfeit parts avoidance, detection, mitigation and disposition program A049 supplier awareness  Terms & Condition of Purchasing(Suppliers) and Procurement Quality Clauses are an integral part of our AS9100 requirements. To learn in detail, please visit <a href="http://www.dartaerospace.com">www.dartaerospace.com</a> for further explanation.											

Plex 2/13/18 10:36 AM dart.lavoie.chantal



## Quote

Customer Number: **46024**  
 Prepared for: **DART AEROSPACE LTD.**  
**Chantal Lavoie**  
**Purchasing Coordinator**  
**1270 ABERDEEN ST.**  
**HAWKESBURY**  
**ON**  
**K6A 1K7**

Customer Service Rep: **Shawn Starr (905) 427-2231**  
**sstarr@signaturealuminum.com**

Ship To:	+10%	-10%
Terms:	30	
Freight:	Prepaid	
Currency:	CDN	

Quote Number:	02132018-002
Date:	2/13/2018
Valid Until:	2/28/2018
Lead Time:	3/5/2018

Regional Sales Manager: **Richard Blais (514) 214-2792**  
**rblais@signaturealuminum.com**

Item	Customer Part	Die Name	Die Type	Die Image	Alloy-Temper	Weight LBS/FT	Finish	Length IN	Min Qty PCS	Min Qty LBS	Price Per PC
1	D3882-1-130P	DAA-6	Hollow		6061-T6	1.6200	Mill	130	63	1100	\$45.7792
2	D26002-7-140 P	DAA-11	Hollow		6061-T6	1.0070	Mill	140	94	1100	\$30.6455
3	D2600-3-130P	DAA-897122	Hollow		6061-T6	1.5990	Mill	130	127	2200	\$45.1857
4	D2622-120CP	DAA-897123	Hollow		6061-T6	0.9120	Mill	120	241	2200	\$24.6103

(+/- 0.118")

### Notes:

Lead times for Extrusions 4 to 5 weeks  
 Price based on standard lengths between 8 and 24 ft. (+/- 0.118")  
 Minimum Order Quantities are applicable for each profile of 1100 lbs. for Solids and 2200 lbs for Hollows.  
 Packaging: Corrugated All Sides, Paper Layer

\* Unexposed surfaces may have carbon marks.

\* Additional secondary operations (fabrication, kitting, finishing, special packaging) will be quoted separately if required.

\* For fabrication processes, if any, quoted above, we are assuming that the surface condition is not exposed.

\* Hollow shapes may experience longitudinal weld lines after anodizing that will not be cause for rejection.

\* Signature Aluminum standard packaging will apply unless quoted otherwise.

\* Shipping tolerances to be as stated in Signature Aluminum standard terms and conditions.

\* Signature Aluminum reserves the right to review subsequent orders placed after this quote expires.

\* Standard Aluminum Association Tolerances shall apply unless otherwise specifically agreed to by Signature Aluminum Canada

\* This quote is not a contract.

\* If order quantities are different than quoted release quantities, we reserve the right to re-quote this part.

\* All orders accepted would be subject to credit approval and Signature Aluminum terms and conditions.

\* Delivery of Fabrication Tooling to be confirmed at time of order receipt.

ANY QUESTIONS REGARDING THIS QUOTE, PLEASE CONTACT YOUR SIGNATURE ALUMINUM CANADA INC. REPRESENTATIVE

**1. ACCEPTANCE OF TERMS & CONDITIONS**

This agreement, consisting of this form as completed and the terms and conditions of sale set forth below, together with the Seller's order acknowledgement form previously issued to you (the "Order Acknowledgement") and any documents incorporated by reference, shall be a contract binding Signature Aluminum Canada Inc. (as "Seller") and you (as "Purchaser"). This Agreement shall replace and supersede any purchase order you may have issued respecting the product(s) to be purchased and sold hereunder and is not intended to evidence Seller's acceptance or any such purchase order. Seller hereby notifies you of its objection to any different or additional terms you may wish to propose for inclusion in this Agreement. Purchaser shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding if either the goods and services referred to herein are delivered to and accepted by Purchaser, or if Purchaser does not within five (5) days from the date hereof deliver to Seller written objection to said terms and conditions or any part thereof. In the event of any errors in this Agreement, please notify us immediately; failure to provide notice of any error within ten (10) days of the date hereof shall make you liable for any additional cost incurred by Seller.

**2. CONFLICTS AND WAIVERS**

In the event of any conflict or inconsistency between the terms and conditions of sale herein and the terms and conditions contained in Purchaser's order or in any other form issued by Purchaser, whether or not any such form has been acknowledged or accepted by Seller, Seller's terms and conditions herein shall prevail. No waiver, alteration or modification of these terms and conditions shall be binding upon Seller unless made in writing and signed by a duly authorized representative of Seller.

**3. QUOTATIONS**

Unless otherwise stated, Seller's quotation shall be null and void unless accepted by Purchaser within thirty (30) days from the date of quotation.

**4. CHANGE IN PRICE AND PRODUCT LINE**

All materials shall be invoiced at Seller's price and charges in effect at the time of shipment. Seller reserves their right to make changes at any time in design, materials or specifications without decreasing performance, and to discontinue any product without notice.

**5. TOLERANCES – EXTRUSIONS**

The substrates provided hereunder shall be subject to standard quality, specifications and dimensions tolerances as contained in Seller's Price Schedule in effect at the time of delivery and/or recognized by the Aluminum Association.

**6. PAYMENT**

Unless otherwise stated, invoices on "open account" shipment are payable within thirty (30) days of invoice date. Unless specifically provided, no cash discount shall be available to Purchaser.

If at any time prior to completion of performance under this Agreement, Seller shall have reasonable cause to doubt Purchaser's ability or intention to perform as required hereby, Seller may demand assurance of Purchaser's ability or intention to perform and may suspend its own performance pending receipt of such assurances. Purchaser's failure to provide assurances as requested may be deemed as a breach of contract. Such reasonable assurances may include evidence of Purchaser's financial health, including evidence of its ability to pay amounts that may come due under this Agreement and the provision of third party sureties guaranteeing such payment. Payment is due under the terms stated on the face hereof.

Purchaser agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by Seller in the collection of any past due sum payable by Purchaser or Seller, or in the exercise of any remedy.

**7. INTEREST**

Interest at the rate of 1.5% (18%) per annum or the then current Bank of Canada prime rate (whichever applies) plus 4% (whichever is greater, but not to exceed interest rates permitted by applicable law) will be charged on all balances outstanding after thirty (30) days from the due date.

**8. TAXES**

Any increase in the cost to Seller of manufacturing the product sold hereunder, or any increase in the cost of any materials used in the manufacture thereof, whether payable by Seller or embodied in the cost to Seller of such materials cause by taxes, excises or other charges of any kind, or any such levy on the sale, delivery to or the use by Purchaser, imposed by any national, state/provincial, or municipal government, or any agency or political subdivision thereof, shall be separately invoiced or added to the price hereinabove specified, and shall

be paid by Purchaser so far as permissible under applicable laws, regulations and/or of competent governmental authority having jurisdiction thereof. State, provincial and federal (but not county or municipal) income, franchise, gross receipts, occupational or other similar taxes are not to be considered as a tax or government charge within the meaning of this paragraph.

#### 9. DELAYS

Seller shall not be liable for any delay or non-delivery caused by circumstances beyond the reasonable control of the Seller, including but not limited to declared or undeclared war, fire, flood, explosions, strikes, labor dispute, accident, breakdowns, mechanical failures of machinery or equipment, riot, act of governmental authority, act of God, unavoidable casualties, priorities required or requested by Federal or any state/provincial government or any subdivision or agency thereof or granted for the benefit, directly or indirectly of any to them, failure of the usual sources of supplied of raw materials, supplies and equipment, including electrical energy, delays in transportation facilities, restrictions imposed by Federal or state/provincial legislation, rules, regulations, orders or ordinances. In the event that any delivery is suspended or delayed by reason of the occurrence of one or more of the above causes, at Seller's option, deliveries may be made after cessation of such causes and nothing herein shall excuse Purchaser's obligation to pay in full or any part of the order delivered before or after commencement or cessation of such causes(s).

#### 10. WARRANTY

Seller warrants that the product(s) supplied by Seller shall be free from defects in workmanship and material and shall conform to all descriptions and specifications, if any, set forth or incorporated by reference in this Agreement. The foregoing warranty only applies to the quality of the goods at the time of delivery, and Seller makes no representation as the durability or service life of the product. SELLER DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT, BY STATUTE OR OTHERWISE BY OPERATION OF LAW, INCLUDING ALL WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 11. REMEDY

If any product supplied by Seller fails to conform to the warranty set forth in the paragraph titled "Warranty" herein, Purchaser shall notify Seller of the nonconforming product in writing no later than ten (10) days after Purchaser becomes

aware of the nonconformity and in any event no later than one year after delivery of the product to the purchaser. Following provision of such notice, Purchaser may return the product to Seller and Seller will either confirm or disagree that the product fails to conform to such warranty. Products determined by Seller to conform to the foregoing warranty shall be held by Seller pending Purchaser's shipping instructions. If the product fails to conform to such warranty, Seller, at its sole option, shall either (1) repair the product, (2) replace it with a product that conforms to the above warranty or (3) return to Purchaser the price, or that portion of the price, paid for the non-conforming product. Unless the order expressly provides that Seller shall provide transportation, Purchaser shall bear all transporting costs and from the repair or manufacturing facility specified by Seller. Seller's remedial obligations hereunder are conditioned on the product not having been subjected to misuse, abuse or alteration.

Transportation or Traffic damages are to be noted on the delivery copy of the Seller's manifest and/or bill of lading. No inspection or investigation of claim by Seller shall be deemed a waiver of this requirement.

#### 12. EXCLUSIVE REMEDY

The remedies set forth in the paragraph titled "Remedy" herein shall be Purchaser's exclusive remedies for products that fail to conform to the warranty set forth in the paragraph titled "Warranty" herein.

#### 13. RETURNS

Goods may be returned by Purchaser for credit only with the prior approval of Seller in its sole discretion, **no later than one year after delivery** of the product to the purchaser. Such approval may be conditioned upon Purchaser paying freight costs, a restocking charge, and an allowance for Seller's overhead and profit. Goods returned without such approval, or with such approval but not delivered by Purchaser to the place designated by Seller in a salable condition, will not be accepted by Seller and no credit will be issued to Purchaser.

#### 14. CONSEQUENTIAL DAMAGES

Seller shall not be liable to Purchaser, whether in contract, tort or otherwise (including strict liability) for any special, incidental, or consequential damages whatsoever, without regard to whether such damages are foreseeable, including but not limited to damages for loss of profits or revenue, loss of use of any equipment or technology, damage to other tangible



property of Purchaser, cost of capital, cost of downtime or delays or claims of customers.

#### **15. LIMITATION OF LIABILITY**

Seller's aggregate liability to Purchaser, and to persons or entities claiming through Purchaser, arising out of this Agreement whether such liability arises in contract, tort or otherwise (including strict liability), at law or in equity, shall not exceed the price, or portion thereof, actually paid by the Purchaser hereunder.

#### **16. INDEMNITY**

Purchaser shall indemnify Seller and Seller's officers, directors and employees (the "Indemnified Parties") against any and all liability and associated expense including reasonable attorney's fees that any Indemnified Party may incur in connection with claims asserted by persons or entities not a party to this Agreement for personal injury (including death) or property damage in any way connected with the sale, transportation, use or possession of the product, including its design, whether such claims arise in contract, tort or otherwise (including strict liability), whether in law or in equity, except to the extent such liability is adjudged by a court of competent jurisdiction to have been caused solely by the negligence or intentional misconduct of the person or entity to whom indemnity would otherwise be provided hereunder. Purchaser expressly waives any right, whether arising under contract or by operation of law, to indemnity or contribution from Seller with respect to liability Purchaser may have for the claims of persons or entities not a party to this Agreement in any way arising out of their sale, transportation, use, design or possession of any product purchased and sold hereunder.

#### **17. PURCHASER'S DESIGNS, PLANS, DRAWINGS, SPECIFICATIONS AND REQUIREMENTS**

For any product that is not included in Seller's standard product line offered for sale generally in the usual course of Seller's business, it is agreed that Purchaser has engaged Seller to manufacture such product to Purchaser's specifications and requirements. Seller shall not be responsible for the adequacy of the design represented thereby. Seller also shall not be responsible for the adequacy of the materials incorporated in such product or for testing or otherwise determining the sufficiency and applicability of the design. Seller shall not be responsible for determining or assuring that such product or the use or application of such product conforms to applicable federal, state/provincial or local laws, rules or regulations. Seller's only warranty with respect to such products shall be as

set forth in the paragraph titled "Warranty" herein. All designs, plans, prints, or drawings or whatever kind prepared by Seller with respect to such products are and shall remain the sole property of the Seller.

#### **18. ADVICE BY SELLER**

The giving or failure to give advice or recommendations of any character by Seller shall not impose any liability upon Seller nor grant to Purchaser any license to the use of any Seller's patents, inventions, trademarks or trade names.

#### **19. EQUIPMENT**

Any equipment (including extrusion dies, backers, bolsters, jigs, tolls, etc.) which Seller specifically constructs or acquires for use on Purchaser's extrusion order shall be and remain Seller's property and Seller's sole possession and control. Any charges billed to Purchaser by Seller therefore shall be for the use of such equipment only in connection with this Agreement and shall confer on Purchaser no right of any kind with respect to such equipment. If Purchaser fails to pay any of the amounts due Seller for a period of six months, or breaches any of these terms and conditions, or if bankruptcy or insolvency proceedings are commenced by or against Purchaser, or if Purchaser shall make an assignment for the benefit of creditors, or if a receiver shall be appointed for Purchaser, all of Purchaser's rights in and to the equipment shall be forfeited to Seller and Seller may use or dispose of such equipment as it, in its sole discretion, deems appropriate.

#### **20. PATENTS**

If any material shall be manufactured or sold by Seller to meet Purchaser's specifications or requirements and is not a part of Seller's standard product line offered by it for sale generally in the usual course of the Seller's business, Purchaser agrees to indemnify Seller and Seller's officers, directors and employees against all liability and associated expense (including reasonable attorney's fees) for actual or alleged infringement of any Canadian, United States, or foreign patent and to defend any suits or actions which may be brought against Seller for any alleged infringement because of the manufacture or sale of any such material.

#### **21. TRANSPORTATION**

F.O.B. Shipping Point. Where route, method and agency or transportation are determined by Seller and are in excess of 500 kgs/1000 lbs., actual transportation charges will be absorbed by Seller on Shipments within Seller's normal trading

area. All orders totaling 500 kgs/1000 lbs. or less will be shipped freight collect. Where route, method and agency of transportation are not determined by Seller, Purchaser will be invoiced for the excess, if any, of actual transportation charges above the lowest applicable charges which would have incurred if Seller determined route, method and agency. Any excess in transportation costs due to the length of the extrusion ordered by Purchaser will be paid by Purchaser. All orders accepted as C.O.D. by Seller, regardless of volume will be shipped freight collect and C.O.D. charges will be paid by Purchaser at the time of delivery. All C.O.D. orders will be shipped by common carrier.

**22. SHIPMENTS, PARTIAL SHIPMENTS AND DAMAGES OR SHORTAGES IN TRANSPORT**

Except for obligations stated under the paragraph titled "Warranty" herein, Seller's responsibility for goods ceases upon delivery to the carrier. In the event of loss or damage during shipment, Purchaser's claim shall be against the carrier only. Seller will, however, give Purchaser any reasonable assistance to secure adjustment of Purchaser's claim against the carrier provided immediate notice of such claim is given by Purchaser to Seller. Claims for shortages must be made in writing within ten (10) days after receipt of goods by Purchaser. If Seller does not receive written notification of such shortages within such ten (10) days, it shall be conclusively presumed that the goods were delivered in their entirety. Unless agreed upon otherwise in writing, Seller reserves the right to make partial shipments and to submit invoices for partial shipments.

Absent manifest error, Seller's shipping weights will govern for each shipment or partial shipment under the face of the Order Acknowledgement. Should Purchaser dispute the shipping weight of any shipment or partial shipment under the face of the Order Acknowledgement, Purchaser will promptly notify Seller in writing of the reasons for such dispute and provide to Seller all necessary documents to substantiate the difference. Unless another tolerance is stated on the face of the Order Acknowledgement, the quantity tolerance applicable to each item of goods specified on the order shall be +/- 10%.

**23. DELIVERY**

Unless otherwise agreed in writing, delivery of the goods shall take place at the address specified by the Seller on the date specified by the Seller. The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the contract. If the Purchaser is unable to take delivery of the goods for reasons beyond its control, then the Seller shall be entitled to place the goods in storage until such

times as delivery may be affected and the Purchaser shall be liable for any expense associated with such storage.

**24. CHANGES**

Seller assumes no responsibility for any changes by Purchaser in the specifications identified in the Agreement as originally issued (Confirmation/Acknowledgement), unless such changes are confirmed in writing by Purchaser and accepted in writing by Seller. Seller's acceptance of any such change may be conditioned on prior agreement to mutually acceptable changes in price and schedule for delivery of the product.

**25. RETURNABLE EQUIPMENT**

Any equipment, pallets or containers, specified on the face of this Agreement as returnable, whether or not a charge is made or deposit is required, shall be returned promptly in accordance with Seller's instructions.

**26. GOVERNING LAW**

This agreement and each of the documents contemplated by or delivered under or in connection with this agreement, are governed by, and are to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

**27. NOTICE**

Notice to either party under any provision of this Agreement shall be deemed go and sufficient if sent by registered or certified mail to the last known post office address of such party and shall be effective upon posting.

**28. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of Seller and Purchaser respecting its subject matter and supersedes any prior or contemporaneous understandings. The contract evidenced by this Agreement may not be amended or rescinded except in a written document signed by authorized representatives of both Seller and Purchaser.

**29. NON-ASSIGNABILITY**

This Agreement is neither transferable nor assignable by either Purchaser or Seller except to (1) affiliates, subsidiaries or successors to the business of Seller to which this Agreement relates or (2) with the consent of the other party.



### 30. SUBSIDIARIES AND AFFILIATES

Seller may be acting hereunder on its own behalf or as agent for any one or more persons subsidiary to or affiliated with Seller. The order may be performed and all rights hereunder against Purchaser may be enforced by (i) Seller; or (ii) any one or more persons subsidiary to or affiliated with Seller; or (iii) a third party designated by Seller; (iv) in part by Seller and in part by one or more of said subsidiaries, affiliated persons or third parties.

### 31. TERMINATION

Purchaser may terminate the order or contract or the portion affected for cause if Seller becomes Insolvent or Bankrupt, or if Seller commits a material breach of the contract which does not otherwise have a specified contractual remedy, provided that Purchaser shall first provide Seller with detailed written notice of the breach and of Purchaser's intention to terminate the contract, and Seller shall have failed, within thirty (30) days after receipt of the notice, to commence and conscientiously pursue cure of the breach.

### 32. GENERAL

These Terms and Conditions shall apply to all contracts for the sale of goods by the Seller to the Purchaser to the exclusion of all other terms and conditions referred to, offered or relied on by the Purchaser whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Purchaser, unless the Purchaser specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

Headings used herein are for convenience only and shall not be used for interpretive purpose. A party's failure to act with respect to another party's breach of any provision contained herein does not constitute a waiver. If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected. These terms and conditions will survive the fulfillment of this order. With respect to any orders for shipment outside Canada, the United Nations Convention on Contracts for the International Sale of goods will not apply.



1850 Clements Road, Pickering, Ontario L1W 3R8

Phone: (905)427-6550 Fax: (905)427-2202

SOLD TO/VENDU À: **46024**  
DART AEROSPACE LTD.  
1270 ABERDEEN ST.  
HAWKESBURY, ON K6A 1K7  
CANADA

Date Entered/ Date d'entrée: 02/13/2018	PO#: PO038627	Terms/ Termes: 1.0%-10,Net30	Freight/ Fret: PREPAID	Page No.: 1
CAR: S1S	Order Type/Type d'ordre: SO	Date Ordered/Date de commande: 02/13/2018		

## Acknowledgement/Accusé de réception

SHIPPED TO/EXPÉDIÉ À: **46024**  
DART AEROSPACE LTD.  
1270 ABERDEEN ST.  
HAWKESBURY, ON K6A 1K7  
CANADA

Customer Part Number/ Numéro de pièce du client	Quantity Ordered/ Quantité commandée	Die Number/ Die Nombre	Length/Longueur	Alloy/ Alliage	Signature Aluminum Order Number/ Numéro de commande	Description	Estimated Ship Date/La date d'expédition estimée	Total Price Per Uom/ Prix total par unité de mesure
D2622-120CP	241	DAA-897123	120.0000 IN	6061 T6	131101-001-001	10FT MILL 6061 T6 Part #: ---- DAA-897123-2 PC Ordered: 241	03/06/2018	24.5191
D3882-1-130P	63	DAA-6	130.0000 IN	6061 T6	131101-002-001	130" MILL 6061 T6 Part #: ---- DAA-6-1 PC Ordered: 63	03/06/2018	45.6037
D2600-7-140P	94	DAA-11	140.0000 IN	6061 T6	131101-003-001	140" MILL 6061 T6 Part #: ---- DAA-11-1 PC Ordered: 94	03/06/2018	30.5280
D2600-3-130P	127	DAA-897122	130.0000 IN	6061 T6	131101-004-001	130" Mill 6061 T6 Part #: ---- DAA-897122-2 PC Ordered: 127	03/06/2018	45.0125

NO RETURN MATERIALS WILL BE ACCEPTED FOR CREDIT WITHOUT PERMISSION / NO RETURN MATERIAUX seront acceptés pour CREDIT SANS AUTORISATION

Visit us at [www.signaturealuminum.com](http://www.signaturealuminum.com)

CDN\$

The above price(s) are being quoted based on "price in effect" at the time of shipment. A component of the above quoted price represents the cost of commodity aluminum; the price of which may fluctuate between the time of this acknowledgement and the promised shipment date. Accordingly, the above quoted price may be revised, upward or downward, based on the commodity price of aluminum ingot in effect at the time of shipment, which shall be determined by utilizing the prior month's average aluminum ingot price as reported each month in Metals Week magazine. The above quoted price may also be revised as a result of a subsequently announced industry-wide price increase in effect as of the promised shipment date.

Signature Aluminum ("Seller") acknowledges receipt of Buyer's order as transcribed above. Please notify Seller immediately in the event of any errors. If seller does not receive written notice with five (5) days of the date of this acknowledgement, then this acknowledgement, including the terms and conditions on the reverse side hereof (collectively, this "Agreement"), shall be deemed correct and complete and accepted by Buyer and shall reflect the entire agreement between Buyer and Seller with respect to the subject matter hereof. In reliance hereof, seller is authorized to commence production and shipment in accordance with the provisions of this Agreement, and Buyer agrees to accept such shipments.

End

GST/TPS 872527965  
GST/TVQ 1020914242

FORM NO. 373